



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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| In re Application of: | § | Group Art Unit: | 2876 |
| David Stanard | § | | |
| | § | | |
| Serial No.: | § | Examiner: | J.A. Franklin |
| 09 / 556,333 | § | | |
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| | § | | |
| Title: | § | Atty Docket No.: | E30849RCE |
| System for Providing | § | | |
| Evidence of Payment | § | | |

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Date:

November 22, 2004

APPLICANT'S APPEAL BRIEF

I. Real Party of Interest

In accordance with CFR § 1.192, Extremetix, Inc., assignee of the inventor, David Stanard, as evidenced by an assignment executed July 31, 2002, recorded at Reel 013451, Frame 0291, transmits herewith the following brief.

II. Related Appeals and Interferences

Applicant is not aware of any related appeals or interferences.

III. Status of claims

Claim(s) 1-6, 8-23 and 29-36 is/are pending in the application.

Claim(s) 1-6, 8-23 and 29-36 is/are rejected.

Claim(s) 1-6, 8-23 and 29-36 is/are appealed by applicant.

IV. Status of Amendments

An amendment was not filed subsequent to final rejection.

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V. Summary of Claimed Subject Matter

Pursuant to new Rule 41.37 (c)(1)(v), the independent claims involved in the appeal, annotated only as to examples of the elements, and those dependent claims that include means plus function language, are as follows:

Claim 1: A system for providing evidence of payment by a customer, the system comprising:

- (a) a system 12 for managing at least one database 14, said database containing information relating to an available event for which an authentic ticket is used for entry, wherein said system assigns a unique indicia (for example, a digital signature) which establishes the validity of the ticket;
- (b) a system for creating a ticket containing said unique indicia for authentication the ticket associated with the event (Figure 3; page 5, line 24 – page 7, line 9); and
- (c) means 11 for transmitting a ticket to a customer-selectable device remote from the customer independent of ticket printing authorization from the system for creating a ticket, the ticket including venue information and the authenticating indicia for providing an authentic ticket permitting entry of the purchaser to the event (Figure 1; page 6, line 31 – page 7, line 24).

Claim 2: A system providing tickets for a venue comprising:

- (a) a customer database arranged to contain information relating to customers of a system (Figures 1 and 2; page 4, line 16 – page 5, line 23);
- (b) a venue database containing information relating to venues serviced by the system, wherein said information includes the number of seats available at the venue (Figure 4; page 7, line 25 – page 8, line 32);
- (c) a ticketing database capable of accessing the customer database and venue database to uniquely associate an individual customer with a seat at an individual venue and capable of generating ticket information (Figure 3; page 5, line 24 – page 7, line 24);
- (d) a communications system 11 for transmitting ticket information to a customer-selected printer remote from the customer and independent of ticket printing

authorization from the ticketing database or the venue database (Figure 1; page 6, line 31 – page 7, line 24).

Claim 5: A system for providing tickets comprising:

- (a) a customer database arranged to include information relating to customers of the system (Figures 1 and 2; page 4, line 16 – page 5, line 23);
- (b) a venue database containing information relating to availability of tickets for gaining entry to an event (Figure 4; page 7, line 25 – page 8, line 32);
- (c) a ticketing system wherein said ticketing system is capable of accessing the customer database and venue database to uniquely associate an individual customer with an event at an individual venue and capable of generating ticket information (Figure 3; page 5, line 24 – page 7, line 24);
- (d) means for conveying ticket information to the customer, whereby the customer may print the ticket on a customer-selectable printer remote from the customer and independent of ticket printing authorization from the ticket database or the venue database (Figure 1; page 6, line 31 – page 7, line 24).

Claim 10: The system of claim 1, further including means 16 and 18 for accepting and verifying payment by the purchaser prior to assigning the unique indicia (Figures 2 and 3; page 4, line 16 – page 7, line 24).

Claim 17: A system for providing tickets for sale on a public network 11 and permitting purchase of same by and delivery of same to a customer at a customer controlled device, the system comprising:

- (a) a server 12 in communication with the public network 11 and accessible by the public, over the public network 11;
- (b) a database 14 associated with the server 12 containing venue data 50, 52, and ticket data 32, 34, 36 associated with the venue;
- (c) means for receiving and processing a customer inquiry at the server, whereby the customer selects the venue and a specific ticket associated with the venue, purchases the ticket and provides, via the public network, delivery information to a device selected by the customer (Figures 3 and 4; page 3, line 24 – page 8, line 32);

- (d) means for generating and transmitting an electronic, authentic ticket directly to the device selected by and remote from the customer (Figure 1; page 6, line 31 – page 7, line 24).

Claim 29: A system for generating a ticket printable by a purchasing-customer at a customer-selectable printer for entry to an event, the system comprising:

a venue database 14

a customer database 16, and

a ticketing database 18 interacting with the venue database 14 and the customer database 16 to generate ticket information in computer-readable form binding a particular seat to a particular customer assigned to the particular seat (page 6, line 30 – page 8, line 12),

wherein the ticket is useable by a ticket bearer without regard to the particular customer to which the particular seat is bound (page 6, line 30 – page 5 line 3), and

wherein the ticket information is printable at a purchasing-customer-selectable printer remote from the purchaser and independent of ticket printing authorization from the ticketing database (Figure 1; page 6, line 31 – page 7, line 24).

VI. Grounds of Rejection to be Reviewed on Appeal

Applicant appeals from the rejections of June 28, 2004, of Claims 1, 8-12 and 17-23, as being anticipated, and of Claims 2-6, 13-16, and 29-36 as being obvious.

VII. Argument

A. Section 102 Rejection of Claim 1:

The first rejection in the Office Action of June 28, 2004, is that Claims 1, 8-12, and 17-23 are anticipated by Berson (US 5,598,477). The specific statement of the rejection is:

Berson teaches a system for issuing airline tickets. A purchaser wishing to obtain and airline ticket inputs information through a personal computer 10 to data processing system 12-1. Data processing system 12-1 communicates with an airline reservation system to obtain information as to the availability of suitable flights consistent with the purchaser's itinerary. Data processing system 12-1 returns ticket information, including encrypted validating information, purchaser's name, destination flight, and fare, to a local printing system 20. The local printing system is a non-intelligent printer operating under the control of personal computer 10 (col. 3, lines 21-60 and col. 4, lines 45-57).

Office Action of June 28, 2004, p. 2. It should be noted that Claims 8 through 12 are dependent on Claim 1, and Claims 18 through 23 are dependent on Claim 17.

The rejection is in error because it fails to address each claim element. For example, Claim 1 reads, in part, as follows:

means for transmitting a ticket to a customer-selectable device remote from the customer independent of ticket printing authorization from the system for creating a ticket, . . .

Claim 1 specifically recites that the device is “remote from the customer.” Berson, on the other hand, as admitted by the Examiner, returns ticket information to a printing system 20 that is “local” to the customer. Office Action of January 14, 2004, p. 3. Therefore, Claim 1 is not anticipated by Berson. The rejection of Claim 1 under Section 102 is inappropriate and should be overruled.

B. Section 102 Rejections of Claims 8-10:

Claims 8-10 depend from Claim 1 and were rejected using the same argument. Applicant objects that the dependent claims were not addressed individually.

The use of the unique indicia establishing the validity of the ticket, the unique indicia being a bar code, in combination with the remote printing (Claim 8), is not seen in Berson. Claim 9, which adds the limitation to Claim 1 of having the ticket identify a specific seat, combined with the limitations of Claim 1, also is not seen in Berson. Claim 10 includes a means for verifying and accepting payment prior to assigning the indicia, but the rejection fails to identify where in Berson such a limitation is found in combination with the further limitations of Claim 1.

Berson does not anticipate Claims 8-10 and their rejections should be overruled.

C. Section 102 Rejections of Claims 2, 11 and 12:

Claims 11 and 12 are dependent upon Claims 2 and 3, respectively. The rejection of Claim 2 fails to show where Berson shows the use of a customer-selected printer remote from the customer and independent of ticket printing authorization from the ticketing or venue database. It cannot; none is present in Berson. The rejection should be overruled.

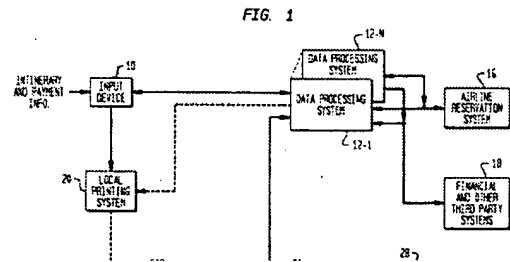
Claim 11 adds the limitation of assigning a seat specific to both the venue and the customer, but Berson fails to show such a limitation in combination with the limitations of Claim

2. As to Claim 12, the rejection also fails to show where Berson illustrates that a digital signature is contained in a two-dimensional bar code in combination with the seat assignment and remote printing without database authorization. It is not in Berson.

The rejections of Claims 11 and 12 should be overruled.

D. Section 102 Rejection of Claim 17:

Claim 17 states that the customer accesses the database through a public network, such as the Internet, and that the printing is “selected by and remote from” the customer. Berson, on the other hand, is some form of dial-in, direct connection. Filed in 1994, Berson never mentions a public network and fails to teach these limitations. For example, the “local” printer of Berson is local to the input device 10 in Figure 1 (opposite) and is said to be suitable for input into data processing system 12-1. Berson fails to teach that the input device is in communication via a public network with the data processing system 12-1. In fact, Berson’s data processing system communicates to an airline reservation system or financial and other third-party systems that used non-public networks.



Further still, although the Berson “local” printer could be a fax machine, there is nothing in Berson that teaches that the device that provides delivery information is selected by the customer and can be remote from the customer. To the contrary, Figure 1 of Berson shows the “local” printer to be local to the input device 10 (i.e., the customer).

In summary, the limitations of Claim 17 are not met by Berson; Claim 17 is not anticipated, and the rejection should be overruled.

E. Section 102 Rejections of Claims 18-23:

Claim 18 combines the public network with a delivery as an electronic ticket. This combination is not seen in Berson. Claim 19 adds printing by the customer at a device controlled by the customer through the public network -- again, a combination not seen in Berson. Claim 20 has, over a public network, an authenticating indicia embedded in the ticket data. This combination is not seen in Berson, either. Likewise, Berson fails to show all limitations of Claim 21, which includes the printing over a public network of authenticating indicia on the face

of the ticket. Finally, Claim 22 limits the authenticating indicia that is sent over the public network to be printed by the customer-selected printer to be in a bar code, and this combination also is not seen in Berson.

The rejections of claims 18-23 under Section 102 should be overruled.

F. Section 103 Rejections:

1. The Rejection:

The second rejection in the Office Action of June 28, 2004, is that Claims 2-6 and 13-16 are obvious in over Webber et al. (US 5,021,953) in view of Berson. Specifically, the rejection reasons:

Webber teaches a system comprising a processor 18 which includes, or communicates with, a tariff file 20 for storing airline schedules, routing and footnotes, legal connecting times, and fares; a traveler file 22 for storing individual traveler's name and address and telephone numbers, credit card numbers, frequent traveler numbers, and seating preference; an airline reservation system 30 for storing seat availability; and a trip record for storing a traveler's itinerary and printing the itinerary and ticket at the traveler's personal computer (col. 5, line 22-col. 6, line 21; col. 17, lines 30-42).

Office Action of June 28, 2004, p. 3.

The rejection then admits that "Webber lacks the teaching of a unique indicia assigned to the ticket and ticket information in computer-readable form binding a particular seat to a particular customer." *Id.* The rejection further admits that the limitation "whereby the customer may print the ticket independent of ticket printing authorization from the ticket database" is not met. *Id.* The rejection reasons that one of ordinary skill would have "readily" recognized that a unique indicia assigned to the ticket would have been beneficial; however, the rejection fails to state why the recognition would be made "readily." *Id.* As explained below, that is insufficient to make a prima facie case of obviousness. The rejection says that the benefit would be "thwarting off fraudulent use of the ticket by making the pertinent ticket information available to only those in possession of instruments used to ascertain the indicia. *Id.* However, as explained below, it is pure hindsight to say it would have been obvious, at the time the invention was made, to modify the teachings of Webber with the cipher-code of Berson as a security means.

2. Requirements of a Rejection Under Section 103.

To establish *prima facie* obviousness, all the claim limitations must be taught or suggested by the prior art. MPEP Section 2143.03, citing, *In re Royka*, 490 F.2d 981 (CCPA 1974). Or, said another way:

To support the conclusion that the claimed invention is directed to obvious subject matter, either the references must expressly or impliedly suggest the claimed invention or the examiner must present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the references.

Ex parte Clapp, 227 USPQ 972, 973 (Bd. Pat. App. & Inter. 1985).

Just because references *can* be combined or modified does not make the combination obvious -- unless *the prior art* also suggests the “desirability” of the combination. *In re Mills*, 916 F.2d 680 (Fed. Cir. 1990). The Office Action of June 28 fails to make this showing. Further, even though a prior art system “may be capable of being modified to run the way the apparatus is claimed, there must be a suggestion or motivation in the reference to do so.” *Mills*, 916 F.2d at 682. See also, MPEP Section 2144.01. The Office Action fails in this requirement, too.

The teaching or suggestion to make the claimed combination *and* the reasonable expectation of success must both be found in the prior art, not in applicant's disclosure. MPEP Section 2143, citing, *In re Vaeck*, 947 F.2d 488 (Fed. Cir. 1991), and “all teachings in the prior art must be considered to the extent that they are in analogous arts.” MPEP Section 2143.01. The June 28 Office Action fails in this, also.

Further still, it is the duty of the Examiner to explain why the combination of the teachings is proper. MPEP Section 2142, citing, *Ex parte Skinner*, 2 USPQ2d 1788 (Bd. Pat. App. & Inter. 1986). Although the rationale to modify or combine the prior art does not have to be expressly stated in the prior art under *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988), the Examiner may not take official notice of facts without citing a prior art reference where the facts asserted to be well known are not capable of instant and unquestionable demonstration as being well-known. MPEP Section 2144.03. The June 28 Office Action is defective on this issue, as well.

“There are three possible sources for a motivation to combine references: the nature of the problem to be solved, the teachings of the prior art, and the knowledge of persons of ordinary skill in the art.” *In re Rouffet*, 149 F.3d 1350, 1357 (Fed. Cir. 1998). However, it is never

appropriate to rely solely on "common knowledge" in the art without evidentiary support in the record, as the principal evidence upon which a rejection was based. MPEP Section 2144.03, citing, *Zurko*, 258 F.3d at 1385 ("[T]he Board cannot simply reach conclusions based on its own understanding or experience - or on its assessment of what would be basic knowledge or common sense. Rather, the Board must point to some concrete evidence in the record in support of these findings.").

Also, when a modification would render the prior art being modified unsatisfactory for its intended purpose, then there is no suggestion or motivation to make the proposed modification. *In re Gordon*, 733 F.2d 900 (Fed. Cir. 1984). See also, MPEP Section 2143.01. In addition, if the proposed modification or combination would change the principle of operation of one of the references, then the teachings of the references are not sufficient to render the claims *prima facie* obvious. *In re Ratti*, 270 F.2d 810, 813 (CCPA 1959) (prior art taught the device required rigidity the claimed invention required resiliency; the combination of references would require a change in the basic principle the construction was designed to operate). The proposed combination fails this test.

A prior art reference that "teaches away" from the claimed invention is a significant factor to be considered in determining obviousness, and "it is improper to combine references where the references teach away from their combination." MPEP Section 2145, citing, *In re Grasselli*, 713 F.2d 731, 743 (Fed. Cir. 1983). "The totality of the prior art must be considered, and proceeding contrary to accepted wisdom in the art is evidence of nonobviousness." MPEP Section 2145, citing *In re Hedges*, 783 F.2d 1038 (Fed. Cir. 1986). The proposed combination is defective under this test, too.

None of these separate tests are met by the rejections, each of which is addressed specifically below.

3. Specific Claims:

a. Claims 2 and 5:

Claims 2 and 5 are independent claims. As admitted by the Examiner, Webber fails to disclose three things:

- (a) a unique indicia assigned to the ticket,

- (b) ticket information in computer-readable form binding a particular seat to a particular customer, and
- (c) the customer printing the ticket independent for ticket printing authorization from the ticket database.

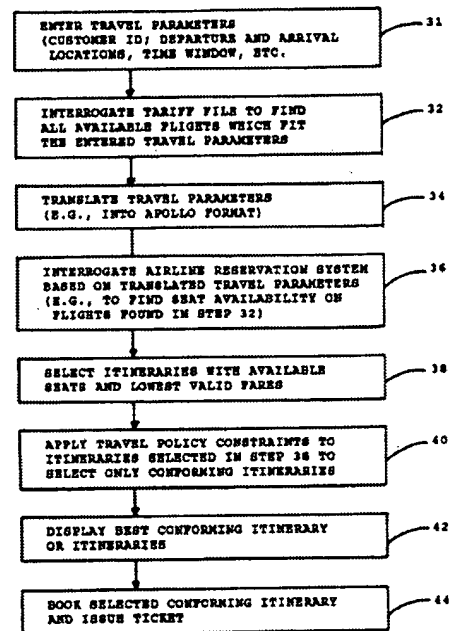
At least one of these listed elements, alone or in combination, is in both Claims 2 and 5.

In fact, Webber teaches against such a system in column 7, lines 1-3. Referring to Figure 2 (opposite), Webber says: “a ticket can be issued at a printer at an entry device *if the device is operated by a facility **authorized** to issue tickets.*” (emphasis added).

The Office Action of June 28 appears to rely on Berson for the missing elements; however, it does not indicate a place in Berson where the limitation that is admittedly missing from Webber is located. That is error.

In fact, the Berson “local printing system” is local to the input device; therefore, there is no teaching of the independence limitation, and the suggested combination fails to result in all of the limitations of Claim 2.

Given that there is no showing of any expectation of success in the prior art or even that the combination would be desirable, and since, as shown above, Webber teaches *away from* the combination, Claims 2 and 5 are not unpatentable over Webber in view of Berson, and removal of the rejection is appropriate.



b. Claim 29:

The 103 rejection of claims 29-36 says:

Webber/Berson lack the teaching whereby the ticket is useable by a ticket bearer without regard to the particular customer to which the particular seat is bound.

The teachings of Rosen have been discussed above.

Again, one of ordinary skill in the art would have readily recognized that the convenience of being able to transfer a ticket is beneficial since, in this manner, ownership of a ticket may change hands in the wake of an instance where the purchaser can not use the ticket. Therefore, it would have been obvious, at the

time the invention was made, to modify the teachings of Webber/Berson with the transferable ticket as taught by Rosen to guarantee that the ticket will be put to use by someone.

The rejection fails to explain how either Webber or Berson, alone or in combination, have the teachings of the specific elements of the claims. Such an explanation is required to make a *prima facie* case of obviousness, as explained above. Further, the June 28 Office Action says that the teachings of “Rosen” were set forth “above” the 103 rejection. However, a brief review of the Office Action shows that no “Rosen” was mentioned.

There was a “Rosen” identified as US 6,336,095 in an earlier Office Action of January 14, 2004, and it was cited as showing “a system wherein a ticket is purchases via a desktop owner and transferred to another party (col. 26, lines 1-7).” However, as explained in response to that Office Action, Rosen ‘095 actually teaches away from the particular claim element in question. Response to Office Action of January 14, 2004.

The portion of Rosen ‘095 the earlier Office Action had cited (col. 26, lines 1-7) should not be read out of context. Those sentences state that the transfer has to be through “trusted agents” and the subsequent, many paragraphs describe a very cumbersome transfer process. None is needed in the invention defined in Claim 29.

Nothing in the prior art shows the combination suggested, and the “knowledge generally available” has not been shown, as required under the law (MPEP Section 2144.03; *In re Rouffet*, 149 F.3d at 1357), to add the missing elements. Further still, the suggested combination would destroy the use of the “trusted agents” of Rosen ‘095 and the alleged security benefits Rosen ‘095 touts. Therefore, the suggested combination is improper. *In re Gordon*, 733 F.2d 900 (Fed. Cir. 1984). Even further, the limitation of being able to have the printer being remote from the purchaser has been added; and that limitation has been ignored in the rejection (more on that, below).

No combination of references can be properly made to show all of the elements of Claim 29. Therefore, Claim 29 is not unpatentable over the cited references, and the rejection should be overruled.

c. Section 103 Rejection of Other Claims:

(1). Grouping of Claims:

The Office Action rejected all claims by an analysis of only the independent claims; that violates the fundamental principle of patent law that each claim is a separate definition of an invention, and each claim should be considered for separate patentability. Due to the Comments to the new Rules issued in August of 2004 relying on a dissenting-in-part opinion in *In re McDaniel*, 63 USPQ2d 1462, 1468 (Fed. Cir. 2002), Applicant feels compelled to make the following arguments, although Applicant objects to the procedure in view of the lack of specific reasoning for the rejection of the dependent claims. From an abundance of caution, however, the following arguments are made regarding the dependant claims without waiver of any right to resort to the doctrine of equivalents as to any of the dependent claims.

(2). Claims 3 and 4:

Claims 3 and 4 depend from Claim 2, which was subject to the obviousness rejection under 35 U.S.C. Section 103, and include, respectively, the further limitations that the ticketing system generates a digital signature on each ticket (Claim 3) and that the ticketing system is further capable of generating an authentic ticket containing said digital signature. No where is the combination of the references proposed by the Examiner is the use of a digital signature and a ticketing system generating an authentic ticket in combination of the printing remote from the customer proposed for use with the particular databases mentioned in Claim 2. Nor has there been any showing of a suggestion for the combination under the principles outlined above.

(3). Claim 6:

Claim 6 depends from independent Claim 5 (also rejected under Section 103 as obvious) and therefore includes the limitations that the system for providing tickets comprise:

- (a) a customer database arranged to include information relating to customers of the system;
- (b) a venue database containing information relating to availability of tickets for gaining entry to an event;
- (c) a ticketing system wherein said ticketing system is capable of accessing the customer database and venue database to uniquely associate an individual customer with an event at an individual venue and capable of generating ticket information;

(d) means for conveying ticket information to the customer, whereby the customer may print the ticket on a customer-selectable printer remote from the customer and independent of ticket printing authorization from the ticket database or the venue database wherein the particular customer is associated with a particular event by authenticating indicia.

Nothing in the references cited by the Examiner in the obviousness rejections shows the unique combination of the printing being performed independent of authorization from the ticket database or the venue database, nor is there any suggestion of such in combination with having the customer associated with the particular event with by an authenticating indicia. To do so would destroy the security and other objects of the cited references discussed above.

(4). Claims 13 –16 :

Claims 13 and 15 depend from Claim 5 (Claim 15 indirectly through Claim 14) and include the further limitation that the particular customer is associated with at specific seat at the event. When read in combination with the limitations of the claims from which Claim 13 depends, it is even more clear that the combination proposed by the Examiner cannot be used. As before, the security issues are different for each layer of detail that is added to the ticket and the remote printing combined with association of the customer with the seat cannot be achieved with the combinations of references in the rejection.

Claims 14 and 16 recite that the authenticating indicia is a digital signature adapted for printing at a customer location (Claim 14) and that the indicia is embedded in a two-dimensional barcode. Neither of these separate grounds for patentability were addressed in the rejection, and they are not when in combination with the limitations of the independent and intervening claims made obvious by reference that cannot be combined (as explained above).

(5). Claims 30 - 36:

Claim 30 depends from Claim 29 and includes the further limitation that the ticket be transferable. Nothing in the combination proposed by the Examiner shows the transferable nature of a ticket since the security concerns of the cited references would preclude a system that combines transferability with remote printing. The arguments made above regarding the binding of a seat to a particular customer and a customer to a particular seat in combination with the remote printing apply equally to Claims 33 and 34.

Claims 31-32 and 35-36 include the further limitations of encryption and that the encryption be in a two-dimensional bar code. As before, the combination of all the elements recited is not found in the cited references.

4. Examiner's Comments:

In a section titled "Response to Arguments," the June 28 Office Action seems to explain the failure to consider the claim elements and the arguments that had been made in response to the earlier Office Action of Jan 14, 2004. The reason appears to be an allegation that the limitation "means for transmitting a ticket to a customer-selectable device/printer remote from the customer" is not adequately disclosed within the specification. However, the failure to address the claims as amended is improper under MPEP 706. Further, the implicit rejection under Section 112 is incorrect.

The Examiner's comments admit that the last paragraph of page 6 and continuing through page 7 of the application show a system that may allow a customer to transfer a ticket to another customer without the need for physically exchanging the ticket; however, the Examiner states that the application fails to show "transmitting or printing the ticket to a customer-selectable device/printer." That is not true.

For example, at page 2, lines 2-5, the application states:

Therefore, it would be desirable to provide a system that would allow a customer to easily store and/or transfer tickets electronically without the use of a physical, "hard copy" of the ticket being necessary. Additionally, it would be advantageous to allow a customer to print the ticket himself on a printer attached to a personal computer, for instance, thereby eliminating the need to actually pick up the tickets or have them delivered.

Also, at page 2, lines 8-11, the application says:

Specifically, the system of the present invention provides an interface between a customer and at least one database to provide event tickets that may be printed or otherwise delivered to a user through or via a personal computer, preferably by using the Internet or other computer network.

And, at page 2, lines 28-33, the application says:

Alternatively, the system may employ any suitable method of payment, including allowing the use of debit cards, electronic checks or direct checking account withdrawals, for instance, thereby allowing users to set up and fund an account within the system either for their own personal use or in the form of a "gift

certificate” wherein the specific account information may be given or passed to another individual to allow that individual to purchase tickets through the system without requiring the use of the individual personal credit card or funds.

Further support is seen at page 3, lines 11-12, “The user may print the ticket from his PC using any suitable printer,” and on page 3 lines 21-23, which says, “In this way, the barcode may be transmitted over a computer network, such as the Internet, and may be printed directly on a printer attached to the customers personal computer (“PC”).” Even further support is found at page 3, line 30 - page 4; line 1:

Another aspect of the present invention is the ability to transfer a ticket without the need to exchange a physical embodiment of the ticket. Typically, a user who is unable to use a ticket or otherwise desires to transfer ownership of the ticket to another, will enter the system and provide certain specific information about the transferee to allow the system to create and issue a separate unique digital signature and create a second two-dimensional barcode which is specific to the transferee.

Under the Detailed Description, at page 4, lines 20-22, the specification says, “The system may be accessed by a remote customer having a personal computer 10 with the capability to access the computer network 11.” Page 5, lines 31-34 also states:

Preferably and depending on the requirements of each specific venue included in the system, the ticket database may provide or include applications for auctioning tickets 36, refunding tickets 38, transferring tickets 40, exchanging or upgrading tickets 42 and re-issuing tickets 44.

And, page 6, line 31-page 7, line 3 goes on to say:

For instance, the present system may allow a customer to transfer a ticket to another customer without the need for physically exchanging the ticket. Since the ticket is bound not only to a specific seat, event and venue, but also to a particular customer, all that is necessary to effect a transfer is to identify within the system that the ticket no longer belongs to the first customer, but now to the second customer. Preferably, this is accomplished by invalidating the first digital signature and generating a new digital signature representing the specific seat, event, venue and the new ticket owner.

Even further support is seen at page 7, lines 10-11, “Once a digital signature is generated it may be sent to the customer over a computer network, such as the Internet.” and continuing at page 7, lines 18-24:

The two dimensional bar code created by the system from the digital signature is similarly unique to both the particular seats and to the purchaser. The bar code

from which the ticket is formed may be provided to the purchaser by any suitable method. Preferably, the bar code and associated ticket information is provided electronically via the Internet or other computer network. Once the customer receives the electronic information, he may immediately print a ticket using any suitable printer, for instance a printer attached to the customers PC. The electronic information may also be stored on the customers PC and the ticket printed at some future time.

These portions of the application, read in context with the remainder of the application, clearly shows that the inventor had possession of the ability to print the ticket remotely from the customer.

VIII. Conclusion

Applicant requests the rejections to be overruled and allowance of all claims.

The Commissioner is hereby authorized to charge Deposit Account No. 01-2511 for any underpayment of the fees required under 37 CFR §§ 1.16 – 1.17, or credit the account for any overpayment.

Respectfully submitted,

Date:

Nov. 22, 2004

By:

Gordon T. Arnold

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Reg. No. 32,395

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ATTORNEY FOR APPLICANT

Appendix

A copy of the claims involved in the appeal are as follows:

Claim 1 A system for providing evidence of payment by a customer, the system comprising:

- (d) a system for managing at least one database, said database containing information relating to an available event for which an authentic ticket is used for entry, wherein said system assigns a unique indicia which establishes the validity of the ticket;
- (e) a system for creating a ticket containing said unique indicia for authentication the ticket associated with the event; and
- (f) means for transmitting a ticket to a customer-selectable device remote from the customer independent of ticket printing authorization from the system for creating a ticket, the ticket including venue information and the authenticating indicia for providing an authentic ticket permitting entry of the purchaser to the event.

Claim 2 A system providing tickets for a venue comprising:

- (e) a customer database arranged to contain information relating to customers of a system;
- (f) a venue database containing information relating to venues serviced by the system, wherein said information includes the number of seats available at the venue;
- (g) a ticketing database capable of accessing the customer database and venue database to uniquely associate an individual customer with a seat at an individual venue and capable of generating ticket information;
- (h) a communications system for transmitting ticket information to a customer-selected printer remote from the customer and independent of ticket printing authorization from the ticketing database or the venue database.

Claim 3 The system of claim 2, wherein said ticketing system generates a digital signature on each ticket.

Claim 4 The system of claim 3, wherein said ticketing system is further capable of generating an authentic ticket containing said digital signature.

Claim 5 A system for providing tickets comprising:

- (e) a customer database arranged to include information relating to customers of the system;
- (f) a venue database containing information relating to availability of tickets for gaining entry to an event;
- (g) a ticketing system wherein said ticketing system is capable of accessing the customer database and venue database to uniquely associate an individual customer with an event at an individual venue and capable of generating ticket information;
- (h) means for conveying ticket information to the customer, whereby the customer may print the ticket on a customer-selectable printer remote from the customer and independent of ticket printing authorization from the ticket database or the venue database.

Claim 6 The system of claim 5, wherein the particular customer is associated with a particular event by authenticating indicia.

Claim 8 The system of claim 1, wherein the unique indicia is embedded in a barcode.

Claim 9 The system of claim 1, wherein the ticket identifies a specific seat at the event.

Claim 10 The system of claim 1, further including means for accepting and verifying payment by the purchaser prior to assigning the unique indicia.

Claim 11 The system of claim 2, further including assigning a specific seat for the venue and customer.

Claim 12 The system of claim 3, wherein the digital signature is contained within a two dimensional barcode.

Claim 13 The system of claim 5, wherein the particular customer is further associated with a specific seat at the event.

Claim 14 The system of claim 6, wherein the authenticating indicia is a digital signature adapted for printing at a customer location, whereby an authentic ticket can be printed by the customer.

Claim 15 The system of claim 6, wherein the system is adapted for further associating the customer and the venue with a specific seat at the venue.

Claim 16 The system of claim 14, wherein the authenticating indicia is embedded in a two-dimensional barcode.

Claim 17 A system for providing tickets for sale on a public network and permitting purchase of same by and delivery of same to a customer at a customer controlled device, the system comprising:

- (e) a server in communication with the public network and accessible by the public, over the public network;
- (f) a database associated with the server containing venue data and ticket data associated with the venue;
- (g) means for receiving and processing a customer inquiry at the server, whereby the customer selects the venue and a specific ticket associated with the venue, purchases the ticket and provides, via the public network, delivery information to a device selected by the customer;
- (h) means for generating and transmitting an electronic, authentic ticket directly to the device selected by and remote from the customer.

Claim 18 The system of claim 17, wherein the ticket is delivered to the customer as an electronic ticket.

Claim 19 The system of claim 17, wherein the ticket is adapted to be printed by the customer when delivered to the device controlled by the customer.

Claim 20 The system of claim 17, the ticket including authenticating indicia embedded in the ticket data.

Claim 21 The system of claim 19, the printed ticket including authenticating indicia printed on the face of the ticket.

Claim 22 The system of claim 21, the authenticating indicia further including a bar code.

Claim 23 The system of claim 22, the two dimensional bar code further including a digital signature.

Claim 29 A system for generating a ticket printable by a purchasing-customer at a customer-selectable printer for entry to an event, the system comprising:

- a venue database

- a customer database, and

- a ticketing database interacting with the venue database and the customer database to generate ticket information in computer-readable form binding a particular seat to a particular customer assigned to the particular seat,

- wherein the ticket is useable by a ticket bearer without regard to the particular customer to which the particular seat is bound, and

- wherein the ticket information is printable at a purchasing-customer-selectable printer remote from the purchaser and independent of ticket printing authorization from the ticketing database.

Claim 30 A system as in claim 29 wherein the ticket is transferable.

Claim 31 A system as in claim 29 wherein the computer-readable form comprises a two-dimensional bar code.

Claim 32 A system as in claim 29 wherein at least some information binding a particular seat to a particular customer is encrypted.

Claim 33 A system as in claim 29 wherein the purchasing customer is the particular customer assigned to the particular seat.

Claim 34 A system as in claim 29 wherein the purchasing customer is different from the particular customer assigned to the particular seat.

Claim 35 A system as in claim 34 wherein the computer-readable form comprises a two-dimensional bar code.

Claim 36 A system as in claim 35 wherein at least some information binding a particular seat to a particular customer is encrypted.